County of Macomb

Jury Selection and Processing System

Request for Proposal

September, 2006

Bid Item 26-06

County of Macomb
Jury Selection and Processing System
Request for Proposal

Index

SECTION 1 - OVERVIEW

Macomb County is located in southeastern Michigan and ranks third in population in the State, with a 2000 census total near 800,000 people, representing a 10% population growth over the 1990 census. Several larger communities populate its southern and central regions while smaller rural and agricultural communities occupy its northern region. The county encompasses 482 square miles and is bordered to the east by Lake St. Clair, a large body of water that is part of the area's Great Lakes waterway.

The Macomb County Clerk's Office is under the leadership of the Macomb County Clerk Carmella Sabaugh. By Michigan statute, the County Clerk is the 'keeper of records' for the citizens of Macomb County.

The County Clerk is the official Clerk for the 16th Judicial Circuit Court including the Family Division, Board of Commissioners, Election Scheduling Committee, Election Commission, Tax Allocation Board, Board of Canvassers, Plat Board, Civil Service Commission for the Macomb County Sheriff Department, Jury Commission and the Concealed Weapon Licensing Board.

The County Clerk oversees the operation of the Jury Room for the Macomb County Circuit and Probate Courts. A person is randomly selected by a computer to serve as a juror because they are a Macomb County resident with a driver's license or an identification card issued by the State of Michigan. The selection process is overseen by the Macomb County Jury Commission. General Rules of Conduct for jurors is expected to be followed. The term of jury service is either one day or the duration of a trial. Macomb County Clerk Sabaugh offers free bus rides for jurors

SECTION 2 - INSTRUCTIONS

2.1 **_Definitions._**

Bidder - refers to all respondents to this RFP.

Contractor - refers to the successful bidder who is awarded the contract and contracts with the County of Macomb to provide the work described in this document

2.2 **_Proposal Submission._** **Please submit responses to the Request for Proposal (RFP) to:**

> **Macomb County Purchasing**
> **Attn: Ms. Polly Helzer**
> **10 North Main Street, 13th Floor**
> **Mt. Clemens, MI 48043**
> **RE: 26-06 Sealed Proposal Item**
> **Solicitation Deadline: 2:00 p.m. Monday, November 6, 2006**

2.3 **Responses to the RFP must arrive at the above listed address no later than 2:00 PM on the date specified above to be considered for award.**

2.4 One (1) original and ten (10) copies of the response to the RFP must be furnished on or before the deadline. Responses will be retained as property of the procuring activity.

2.5 Proposals must be typed or printed in ink. All corrections made by the bidder prior to the opening must be initialed and dated by the bidder. No changes or corrections will be allowed after the RFP responses are opened.

2.6 The responses to this RFP must contain an original signature of an authorized representative of the responding firm.

2.7 The County of Macomb is not liable for any costs incurred by any respondent prior to the issuance of an executed contract. Additional charges and costs submitted at any point after Proposal award is unacceptable. Bidder will retain all risks in pricing, including mathematical calculations and judgement.

2.8 **_Bidder Meeting._** A bidders meeting will be held at 1:30 p.m. on October 5, 2006 in the Board of Commissioners Conference room, 1 South Main Street, 9th floor, Mt. Clemens, Mi. Attendance is not mandatory. This will be an opportunity to submit questions however, answers will be mailed to all bidders in attendance.

2.9 **Bid Opening**. Responses to the RFP received prior to the time of opening will be secured unopened. RFP responses will be opened by the County of Macomb Purchasing Department at the specified time and no Proposals received thereafter will be considered. Responses received after the scheduled receipt time will be marked "TOO LATE" and will be returned unopened to the respondent.

2.10 The County of Macomb will not be responsible for the premature opening of an RFP response not properly addressed as identified in paragraph 2.2 above on the outside of the envelope. Failure of a bidder to properly address an RFP response may classify the entire response as "non-responsive".

2.11 **Final Award/Contract**. This RFP and bidder's response will become part of the contract document. The intent of this RFP document is to include all items necessary for proper execution and completion of the work for configuring and installing the system.

2.12 **Contract Award Basis**. A contract will be awarded to the responsible bidder whose Proposal represents the combination of technical merit and cost most advantageous to the County of Macomb. Bidders are advised that the County of Macomb may make award to other than the low cost bidder. The County of Macomb reserves the right to determine which Proposal demonstrates the requisite competence and offers the greatest value.

Bids will be analyzed with respect to, but not exclusively, the following criteria:
- Current availability of a packaged solution in productive use
- Compliance with system requirements
- Completeness of Bidder questionnaire
- Product maturity,(i.e., stability, use, technology)
- Product demonstrations
- Organizational ability, (i.e., implementation support, post-implementation support, training, responsiveness)
- Organizational experience with respect to the proposed system
- Organizational structure, (i.e., local support, help desk, etc.)
- Documentation
- Cost, (i.e., purchase and installation, maintenance, support)
- Compliance to bid response formats and completeness of response
- Business position
- Future strategies

2.13 The County of Macomb reserves the right to accept or reject any or all RFP's and to waive any irregularities in the best interest of the County of Macomb.

2.14 **_Alternate Proposals_**. All Proposals should address all information in the agreement outlined in this RFP. Any deviation or variation from the requested format must be presented under a separate cover and should be marked as an alternate Proposal (Changes or Additions – Attachment E). The use of alternate Proposals is at the discretion of the County of Macomb.

2.15 **_Questions_**. Questions concerning Request for Proposal interpretation should be directed in writing to the following person listed below. Bidder may fax, email or mail a written request with questions to**:**

<div align="center">

Bid Process Requirements
Ms. Polly Helzer
Macomb County Purchasing,
13th Floor
10 North Main Street
Mt. Clemens, MI 48043
Fax: (586) 469-6612
Email: donna.sutherland@macombcountymi.gov

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All questions must be submitted in writing. Phone calls will not be accepted. All bidders will be provided a copy of the written response, including the question and the County's response.

Deadline for bidder questions is Friday, October 13, 2006.

2.16 **_Response Format_**. Bidder's response must include the following information in the same order and format sequence:
(This is a free form for vendor response please use Microsoft Word unless indicated otherwise.)

           Cover letter (optional)
Section 1.   _Company information_, including
              Company background
              Local organization support
              Principal line of business
              General Information (Attachment F)
              Corporate strategic plan for future technical architecture and software development direction of the proposed solution, including but not limited to, timeframes for all known futures and necessary changes from current architecture needs
              A copy of your HIPAA Business Associate Agreement
              A copy of your most recently audited financial statements; if publicly traded, provide a copy of the form 10-Q for that quarter which ended your most recent fiscal year

If applicable, provide a list of your vendor partners for this bid and include a brief description of their respective services and responsibilities in relation to this bid

A copy of your software maintenance agreement

A copy of your hardware maintenance agreement

Section 2. *Description of technical solution(s)*

Detailed List of Software

NOTE: All items specified in detailed list of software must be quoted and itemized in the appropriate Pricing Summary Worksheet Schedule 1 – Subscription Service Fee and Software.
(Attachment B)

Provide specifications for necessary software, including licensing type, quantities and pricing structure. Software list must include all necessary components for:

Application

Operating System

Database

Report Writing tools

Backup and recovery

System Management

Miscellaneous system utilities

Detailed List of Hardware

Note: All items specified in detailed list of hardware must be present as a line item in the Summary Worksheet Schedule 3 – Hardware
(Attachment B)

Provide specifications for necessary hardware, including quantities and part numbers (if available). Hardware list must include all necessary components to facilitate:

Clustering

Failover

Redundancy

Replication for disaster recovery

Backup and recovery

Separate hardware platform for test environment

Section 3. *Minimum Requirements for workstations and network cabling*

Specify minimum hardware requirements for workstations

Specify minimum operating system requirements for workstations

Specify minimum network cabling requirements (i.e. Cat6cable with RJ45 network connectors, fiber with SC network connectors) including number of switch ports

Section 4. *Terms and Conditions* review no response required.

Section 5.   *Completed Bidder questionnaire* (contained herein)

Section 6   *Completed technical requirements checklist* (contained herein).

Section 7.   *Completed functional requirements checklist* (contained herein).

Section 8.   *Implementation Plan,* including

(acceptable mediums for response to this section MicroSoft Word, Excel or Project)

Project plan with timeline showing milestones and durations including estimates of the actual person days and elapsed time required for installation of your product

Strategy for converting current production data and historical data

Installation plan including options for installation of software

Company resource allocation and responsibilities

Company individual resource qualification and experience including training, certification and experience

Subcontractor qualification and experience including training, certification and experience

County MIS resource allocation and responsibilities

County Client department resource allocation and responsibilities

Section 9.   *Pricing Summary Worksheet* – See Attachment B for required format

Section 10.   *Bidder References and Customer List*

At least three must be provided.

Must be similar in size/nature/function to the County of Macomb. Indicate how long reference has been using the product. See Attachment G for required format.

Provide a Customer list (separate from references) quantifying total customers by location and the versions of the total package in use, software, database, operating system, etc. currently implemented in a production environment.

Section 11.   *Bidder Compliance Worksheet* - See Attachment C for required format

Section 12.   *Summary of Recommendation*

Section 13.   *Product brochures and literature*

Prior submissions do not satisfy this provision

All information requested in section 2.16 is required for the bid to be considered complete. These requirements will be evaluated by the County of Macomb.

2.17   **Offer Period**. All Proposals shall remain firm for a period of one hundred and eighty (180) days after official opening of the Proposals.

2.18 **Publication**. The successful bidder (contractor) shall not, without first obtaining the written consent of the Purchasing Manager, in any manner, advertise or publish the fact that bidder has contracted to furnish the County of Macomb with the material ordered.

2.19 **Delivery and Acceptance**. The Proposal must be F.O.B. destination, and include the cost of shipping, storing, and delivery of the supplies and/or equipment. Also, the assembly and calibration of equipment must be included. The County of Macomb's acknowledgment of supplies or equipment delivery shall not constitute acceptance of the supplies or equipment. Acceptance takes place after the County of Macomb has inspected and determined the supplies or equipment meets all requirements. Any discrepancies or performance deficiencies noted at the time of acceptance shall be reviewed and the successful bidder shall produce a schedule for corrective action. Should the successful bidder fail to deliver in accordance with the promised delivery schedule or should an emergency supply situation prevail, the County of Macomb reserves the right to purchase an immediate supply from another source.

2.20 **Equipment Age.** All equipment must be new, (i.e., in current production and considered state-of-the-art at the time of installation). Remanufactured, refurbished, or reconditioned equipment shall not be provided unless specifically identified in the format proposal; however, is subject to rejection. Any deviation from the specifications must be described in detail or the item offered will be assumed to meet specifications.

2.21 **Performance Bond.** The successful bidder at the time of the award is required to provide an approved performance bond or approved payment bond in the full amount (100%) of the contract so as to guarantee the County that the Contractor will faithfully perform the contract, and will make all payments for all labor and material costs or claims as furnished under the contract. The cost of a performance bond is the responsibility of the vendor.

SECTION 3 – TERMS AND CONDITIONS

3.1 **Compliance with Laws.** As applicable, Contractor specifically warrants and guarantees to the County of Macomb that all proposed products are in compliance with Federal, State and local laws, including but not limited to:

Federal Fair Trade Commission Act
Federal Trade Commission Trade Practice Rules
Fair Packaging and Labeling Act
Federal Food, Drug, and Cosmetic Act
Consumer Product Safety Act of 1972
Federal Insecticide, Fungicide, and Rodenticide Act
Federal Hazardous Substances Act (including the former Federal Caustic Poison Act)
Fair Labor Standards
Wool Products Labeling Act
Occupational Safety and Health Act of 1970
Michigan Occupational Safety and Health Act of 1976
Flammable Fabrics Act

- that contractor will comply with all applicable provisions of Executive Order 11246 and Executive Order 11375, as amended, which requirements are incorporated herein by reference: the Vietnam Era Veterans Readjustment Act of 1974, Executive Order 11701; the Rehabilitation Act of 1973, executive Order 11758; and the rules, regulations, and relevant orders of the Secretary of Labor.

- that contractor does not maintain or provide for its employees any segregated facilities. Contractor agrees that a breach of this Section is a violation of the Equal Opportunity Clause.

- that contractor does not discriminate on the basis of religion, race, creed, national origin, sex, age or handicap and will comply with all applicable Equal Opportunity requirements.

3.2 **Product Return.** Should it become necessary to return product(s) to the contracted bidder, the County of Macomb will not be assessed a restocking fee.

3.3 **Product Substitution.** If the bidder is unable to cure any defect in quality, quantity, or delivery, the County of Macomb may contract with a substitute supplier and the original successful bidder in default, agrees to credit the pricing difference.

3.4 **Liability of Materials**. The contractor shall assume complete responsibility for protecting its work and stored materials from theft, vandalism, and all other risks. Work damaged or materials stolen, whether paid for by the County of Macomb or not, shall be replaced by the contractor at no cost to the County of Macomb.

3.5 **Acceptance**. All product(s) will be received by the County of Macomb subject to its right of inspection and rejection. The County of Macomb shall be allowed a reasonable period of time to inspect and test the product(s). The acceptance of software products will be predicated on the completion of a fully integrated users' acceptance test. It is required that all software products pass the user acceptance testing cycle to be accepted by the county. The County of Macomb will notify the contractor of any non-conformance with the terms and conditions of this agreement. The County of Macomb may reject any product(s), which do not conform to the terms and conditions of this agreement. Product(s) so rejected may be returned to the contractor or held by County of Macomb at contractor's risk and expense. Upon rejection of the product(s) by the County of Macomb, contractor shall immediately refund all payments made to contractor by the County of Macomb under this Agreement.

3.6 **Macomb County Employment Status.** Contractor's employees, or subcontractor's, who are on site of the County of Macomb premises are not Macomb County employees, and are not subject or benefited by the County of Macomb. The Contractor is responsible for all workers' compensation issues related to labor that Contractor provides to the County of Macomb.

3.7 **Notice of Labor Disputes**. Whenever an actual or potential labor dispute is delaying or threatens to delay the timely performance of this agreement, contractor shall immediately give notice thereof, including all relevant information with respect thereto, to the County of Macomb. Contractor shall insert the substance of this paragraph in any subcontract hereunder so that each such subcontract shall provide that, in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify contractor of all relevant information with respect to such dispute.

3.8 **Advisement of Delays**. The Contractor will advise the County of Macomb immediately of any problems or potential problems, which may affect the installation date. Contractor will not be liable for damages caused by delay in delivery due to acts of God of the public enemy, acts of the Federal and State government, fires, floods, quarantine restrictions, freight embargoes, or other causes not involving contractors fault or negligence and, unless the materials or supplies or work to be furnished under a subcontract are procurable in the open market, delays of a subcontractor due to such causes provided that contractor

notifies the County of Macomb within five (5) days after such delays become apparent. If the delays exceed thirty (30) days, the County of Macomb may terminate this Agreement and shall receive from the contractor, an immediate refund of all payments made to contractor by the County of Macomb under this agreement.

3.9   **_Licensure_**. The contractor shall secure at contractor's expense; all permits necessary to perform this work and shall pay fees required by the city, state, or federal governments.   County of Macomb shall be held blameless if the contractor fails to do so.

3.10   **_Insurance._**

COMMERCIAL GENERAL LIABILITY INSURANCE

Shall be written on an occurrence basis with limits of Liability of not less than $1,000,000 (one million dollars) as combined single limit for each occurrence of bodily injury and personal injury with an annual aggregate of not less than $2,000,000 (two million dollars). The policy shall include;

    a.   Contractual Liability
    b.   Products and Completed Operations
    c.   Independent Contractors Coverage
    d.   Broad Form General Liability Extensions or equivalent

WORKERS' COMPENSATION

Workers' Compensation Insurance meeting Michigan statutory requirements. Employer's Liability Insurance with minimum limits of $500,000 each accident, $500,000 bodily injury by disease policy limit, $500,000 bodily injury by disease each employee.

AUTOMOBILE LIABILITY INSURANCE

Motor Vehicle Liability Insurance including Michigan NO-FAULT Coverage for all vehicles, owned and non-owned, leased and hired used in the performance of this contract with limits of $1,000,000 (one million dollars) as the combined single limit for each occurrence for bodily injury and property damage.

All certificates of insurance and duplicate policies shall contain the following:

Bodily Injury by Disease Each Employee $500,000

Blanket Crime/Employee Dishonesty	not less than $500,000

PROFESSIONAL LIABILITY/ERRORS & OMISSIONS

Professional Liability Insurance with minimum limits of $1,000,000 (one million dollars) each occurrence and $2,000,000 (two million dollars) aggregate.

The County of Macomb shall be named additional insured on all policies (excluding Worker's Compensation) and the underwriters will have no right of recovery or subrogation against the County of Macomb including its agents, employees, elected and appointed officials and agencies. It being the intention of the parties that the insurance policy so effected will protect both parties in primary coverage for any and all losses covered by the subject policy. The insurance carrier(s) must have an A.M. Best rating of no less that an A-, VII.

The insurance company(s) issuing the policy or policies will have no recourse against the County of Macomb for payment of any premiums or for assessments under any form of policy.

The contractor will assume any and all deductibles in the above any and all deductibles in the above-described insurance policies.

The term "INSURED" is used severally, not collectively, but the inclusion in this policy of more than one insured will not operate to increase the limit of the County's liability.

All certificates are to provide (20) days notice of material change or cancellation. Certificates of insurance must be provided no less than (10) working days before commencement of work to the County of Macomb, Administration Building, One South Main Street, Mt. Clemens, Michigan 48043 Attention: Department of Risk Management.

3.11 **Indemnification.** Macomb County will not be responsible for injury to contractor's employees, subcontractors, or to third parties caused by the contractor's agents, servants or employees. Therefore, the contractor agrees to incorporate the below hold harmless agreement into the required insurance and to be evidenced by being contained in the certificate of insurance. Further, the below listed indemnification is incorporated and is part of the subject contract.

The contractor agrees to protect, defend, indemnify and hold the County of Macomb and its commissioners, officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind

and character arising out of or relating to any and all claims, legal fees, liens, demands, court costs, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc. relating to personal injury, death, damage to property, defects in materials or workmanship, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.

The contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc. at his sole expense and agrees to bear all other costs and expenses related hereto, even if it (claims, etc.) is groundless, false or fraudulent. In any case in which this indemnification would violate legal prohibition, the foregoing provision concerning indemnification shall not be construed to identify the County for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the County, its commissioners, officers, employees or agents.

3.12 **_Governmental Immunity_**. Contractor agrees nothing in this Agreement shall be construed as waiving any and all governmental immunity provided to the County of Macomb under the Governmental Claims Act or by a court of law.

3.13 **_Warranty_**. Contractor warrants that all product(s):
   - will comply with all applicable laws, rules and regulations
   - will be free from defects in material and workmanship
   - will conform to specifications, drawings, other descriptions, and samples accepted by the County of Macomb will be merchantable if ordered for a stated purpose, will be fit for such purpose

Contractor also warrants that, to the extent such product(s) are not manufactured pursuant to detailed designs furnished by the County of Macomb, they will be free from defects in design. Such warranties, including warranties prescribed by law, shall run to the County of Macomb, its customers and patients, and to end users of the product(s) for a period of one (1) year after acceptance by the County of Macomb or such longer period as may be prescribed by law or additional agreement.

3.14 **_Performance Warranty_**. Contractor warrants that services will be performed in a timely and professional manner by qualified professional personnel; and that the services shall conform to the standards generally observed in the industry for similar services. Contractor warrants that the contractor's performance of the services shall be in compliance with all applicable laws, rules and regulations.

3.15 **Price Warranty**. Contractor in the response warrants that the prices charged to the County of Macomb as indicated are no higher than prices charged on orders placed by others for similar quantities on similar conditions subsequent to the last general announced price change. In the event contractor breaches this warranty, the prices of the product(s) shall be reduced accordingly and retroactively to date of such breach.

3.16 **Intellectual Property Warranty**. Contractor warrants that it is the owner of the software, or is licensed to sell the software, and that it has the legal right to grant License to the County of Macomb for the use thereof according to the terms of this Agreement.

3.17 **Intellectual Property Indemnity**.
Contractor, at its own expense, shall (i) indemnify and defend, or at its option settle any claim, suit, or proceeding brought against County of Macomb by a third party alleging that any portion of the software infringes any United States patent, copyright, trade secret or other proprietary right of such third party (an "Infringement Claim"), and (ii) pay any reasonable costs and expenses incurred in defending or settling an Infringement Claim under this Agreement, or pay any settlement made by Contractor on such Infringement Claim.

If all or any material part of the software is, or in the opinion of the County of Macomb may become, the subject of a valid Infringement Claim, the Contractor shall at its expense promptly, either (i) replace the software with a compatible, functionally equivalent, non infringing software product, (ii) modify the software or take action so that the software becomes non infringing, or (iii) procure the right of the County of Macomb to continue using the software, all without any additional cost to the County of Macomb.

The Contractor's obligations under subsections (1) and (2) above are expressly conditioned upon and subject to (i) the Contractor having sole control of the defense and/or settlement of such Infringement Claim, (ii) the County of Macomb notifying the Contractor in writing of such Infringement Claim as soon as reasonably practicable and giving the Contractor authority to proceed as set forth in clause (I) above, and (iii) the County of Macomb at the Contractor's request, giving the Contractor all information known to the County of Macomb relating to such Infringement Claim and otherwise reasonably cooperating with Contractor in the defense and/or settlement of such Infringement Claim. The Contractor agrees to reimburse the County of Macomb for reasonable costs and expenses incurred by the County of Macomb in connection with providing such cooperation, against receipt of invoices therefore.

3.18 **Contract Provision Enforceability**. All warranties shall be construed as conditions as well as warranties. No waiver of a breach or of any provision of

this agreement shall constitute a waiver of any other breach or provision. No modification, or change in, or departure from, or waiver of the provisions of this agreement shall be valid or binding unless approved by the County of Macomb in writing. The invalidity or non-enforceability of any particular provision of this agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.

3.19   **Termination**. The County of Macomb may cancel this agreement, in whole or in part, without liability to the County of Macomb, if deliverables are not made at the time and in the quantities specified, or in the event of a breach or failure of any of the other terms or conditions hereof.

The County of Macomb may terminate this agreement in whole or in part, at any time for its convenience, by notice to contractor in writing. On receipt by contractor of such notice, contractor shall, and to the extent specified therein, stop work, and the placement of subcontracts hereunder terminate work under subcontracts outstanding hereunder, and take any necessary action to protect property in contractor's possession in which the County of Macomb has or may acquire an interest. Any termination claim must be submitted to the County of Macomb within sixty (60) days after the effective date of termination.

Any cancellation or termination by County of Macomb whether for default or otherwise, shall be without prejudice to any claims for damages or other rights of the County of Macomb whether for default or otherwise.

In the event this agreement is cancelled or terminated or the product(s) purchased are rejected by the County of Macomb, contractor shall immediately refund to the County of Macomb all amounts which have been paid to the contractor.

The County of Macomb shall have the right to audit all elements of any termination claim and contractor shall make available to the County of Macomb on request all books, records, and papers relating thereto.

3.20   **Assignment**.   Neither party may assign this agreement or any interest herein, including any performance or any amount due or may become due, without prior written consent from the other party.   Consent shall not be unreasonably withheld.

3.21   **Trademarks**. The County of Macomb warrants that all of the trademarks the County of Macomb requests contractor to affix to the product(s) purchased are those owned by the County of Macomb and it is understood contractor shall not acquire or claim any rights, title, or interest therein, or use any of such

trademarks on any product(s) produced for itself or any one other than the County of Macomb.

3.22 **Escrow of Software Source Code**.   Contractor shall provide a copy of the software source code to the County of Macomb for the purpose of insurance to the County should contractor cease business operations.   In the alternative, contractor shall place source code in escrow with a licensed escrow agent.

3.23 **Payment Terms**. The tentative payment terms are as follows:

Contract signing	20%
Delivery of Project Work Plan	10%
Delivery of software	25%
Demonstration of Live System	20%
Documentation and Acceptance	25%

3.24 **Taxes**.   Macomb County is a Michigan Municipal Corporation and as such is exempt from Federal Excise and Michigan Sales Taxes.

3.25 **Controlling Laws**. This agreement and the performance of the parties hereunder shall be controlled and governed by the laws of the State of Michigan.

3.26 **Living Wage Policy.**   The County shall not enter into any Contract for services with any Contractor who does not demonstrate that it pays its work force a Living Wage. The Contractor shall be required to maintain this rate of pay for the duration of the Contract period.

Living Wage shall mean an hourly wage rate, which on an annual basis (based on forty hours per week, fifty weeks per year) is equivalent to either of the following:

(a) one hundred and twenty five percent (125%) of the Federal Poverty Level; or

(b) one hundred percent (100%) of the Federal Poverty Level, if Health Care Benefits are provided to the Employee.

Contractors shall maintain a listing of the name, address, date of hire, occupation, classification, rate of pay and benefits paid for each of their Employees covered by this policy and shall submit a copy of the list to the Auditor by June 30, and December 31 of each year covered by the Contract. Employers shall maintain payroll records for all Employees and shall preserve them for a period of at least four (4) years. Employers shall permit access to job sites and relevant payroll records for authorized County representatives for the purpose of monitoring compliance with this policy, investigating Employee

complaints of non-compliance and evaluating the operation and effects of this policy. An Employer who fails to submit documents, declarations or information required to demonstrate compliance with this policy shall be deemed non-compliant or non-responsive and shall have the Contract payments denied or suspended until compliance is demonstrated.

3.27 **Errors, Omissions, and/or Discrepancies.** Bidder shall not be allowed to take advantage of errors, omissions, and/or discrepancies found in these specifications.

3.28 **Right to Reject.** The County of Macomb reserves the right to reject any or all bids in whole or in part and to waive any informalities therein, or accept any bid it may deem in the best interest of the County.

SECTION 4 – BIDDER QUESTIONNAIRE

1. Provide information relating to an active user's group for your proposed system. Include national and local chapters, fees, individual contacts and meeting schedules.

2. Describe your company's philosophy regarding the training and retention of qualified company staff to support your system.

3. Describe the types of licenses you offer (e.g., corporate, site, server, number of users). Please specify the terms and conditions for licensing, and what the fee basis is (e.g., machine size, number of users, etc.) as well as how it is appropriated (e.g., concurrent, named used, per seat, per server, etc.).

4. Describe the methods used to ensure database integrity.

5. Describe your methodology for the following migration scenarios:
   - between hardware platforms
   - between database management systems
   - between operating systems

6. Describe the methods used to ensure optimal database sizing.

SECTION 5 – TECHNICAL REQUIREMENTS

Review the system requirements and respond as to their availability within the proposed system.

1.0	System Architecture and Methodology
2.0	Application Architecture
3.0	System Capacity
4.0	Database Requirements
5.0	Platform Configuration and Interoperability
6.0	Network Configuration and Interoperability
7.0	Business Continuity/Backup/Audit/Data Archival
8.0	Security
9.0	S/W Release Management
10.0	Ongoing Support
11.0	Testing/Quality Assurance
12.0	Documentation
13.0	Technical Training

Responses should be entered under the **Reply** column as stated below, and corresponding narratives as required in the Comments column. Applicable ratings to be used in the reply column are

3   The requirement is available as a standard feature.

2   The requirement is available through modification to the system.   Cost of customization must be indicated, as well as, any **additional costs** to the County of Macomb in the Comments column and the Pricing Summary Worksheet as appropriate. If all costs for customization are not provided the response will be viewed as the requirement is not available.

1   The requirement currently is not available but is identified as a system enhancement. Indicate proposed availability date and any additional software/hardware modifications and associated costs required to implement the release. If availability date and all costs associated with this enhancement and additional customization are not provided the response will be viewed as the requirement is not available.

0   The requirement is not available.

N/A   The requirement is not applicable.

Deviation from the prescribed rating format established above will result in a 0 (zero) rating being assigned to the requirement.

Number	Requirement	Reply	Comment
_1.0_	**_System Architecture and Methodology_**		
1.1	Solution has web based architecture.		
1.1.1	If not, describe your solution's architecture.		
1.1.2	If so, describe/illustrate its architecture.		
1.1.2.1	Describe in detail solution Architecture with regards to Load Balancing utilizing best practices.		
1.1.2.2	Describe in detail solution Architecture with regards to Clustering utilizing best practices.		
1.1.2.3	Describe in detail solution Architecture with regards to database replication.		
1.1.2.4	Describe in detail solution Architecture with regards to fail-over.		
1.2	Solution can operate on Linux operating system.		
1.3	Solution can operate on Windows 2003 operating system.		
1.3.1	If not, describe the operating system(s) on which your solution operates.		
1.4	Solution interfaces with GroupWise 6.5 e-mail system.		
1.4.1	If not, describe the e-mail system(s) with which your solution interfaces.		
1.5	System architecture has vertical scalability, (i.e. add additional servers, processors, memory and hard drives).		
1.6	System architecture has horizontal scalability i.e. add additional processors.		
1.7	The system has power supply redundancy.		
1.8	The system has network interface card redundancy.		
1.9	The system has Raid 1+0 Fault tolerance.		

Number	Requirement	Reply	Comment
1.10	The system has redundant fiber channels to disk array.		
1.11	Web Applications		
1.11.1	Solution is coded in Java.		
1.11.1.1	Describe Java structure including DHMTL/JSP.		
1.11.2	Solution web site conforms to Section 508 of the Federal Rehabilitation Act.		
1.11.3	Solution web site is multi-lingual.		
1.11.3.1	If so, list the languages supported.		
1.11.4	Bidder solution is W3C compliant.		
1.11.5	Solution requires server-side scripting.		
1.11.5.1	If so, please describe the scripting language and functionality.		
1.11.6	Solution requires client-side scripting.		
1.11.6.1	If so, please describe the scripting language and functionality.		
1.11.7	Solution utilizes cookies.		
1.11.7.1	If so, please describe the purpose for using cookies.		
1.11.8	Solution utilizes certificates.		
1.11.8.1	If so, please describe the purpose for certificates.		
1.11.9	Solution utilizes session variables.		
1.11.9.1	If so, please describe the purpose for the session variables.		
1.11.10	Solution utilizes global configuration file.		
1.11.10.1	If so, please describe the configuration file.		
1.11.11	Web application utilizes a replicated database.		
1.11.11.1	If so, detail the replication methodology that will be used, including the necessary hardware and software architecture. (Appropriate costing must be provided in Schedule B)		

Number	Requirement	Reply	Comment
1.11.12	Web service is a highly available online analytical processing site.		
1.11.12.1	If so, describe the architecture and supporting infrastructure to ensure high availability, load balancing and data protection. (Appropriate costing must be provided in Schedule B)		
1.11.13	Solution is designed for scalability.		
1.11.13.1	If so, describe how scalability is achieved at each tier/application layer (hardware and software).		
1.11.14	Solution utilizes a distributed database.		
1.11.14.1	If so, describe the database architecture.		
1.11.15	Solution delivers static information to an Internet or Intranet web server.		
1.11.15.1	If so, please describe the architecture and provide time estimates in generating this information.		
1.11.16	Solution delivers information dynamically to an Internet or Intranet web server.		
1.11.16.1	If so, please describe how the solution will deliver this information to web servers. Include average transaction response times including benchmark data.		
1.11.17	Web solution receives information from users for database transactions.		
1.11.17.1	If so, please describe the transaction process. Also provide average transaction response times including benchmark data.		
	Application Hosting		
1.12	Macomb will host an application Web Site		

Number	Requirement	Reply	Comment
1.12.1	If Macomb County's ISP is to be used, provide the detailed architecture and software integration components, (i.e. TomCat, database, web-server, etc) that are needed for the web site to function correctly.	█████	
1.12.2	Include the necessary disk space to host the site and projected disk space growth needed to host the site for the next five (5) years.	█████	
1.12.3	If any software is required to be installed on the County of Macomb premises as part of this solution, clearly identify the software and how it will interact with the solution.		
1.12.4	If any hardware is required to be installed on the County of Macomb premises as part of this solution, clearly identify the hardware and how it will interact with the solution.		
1.13	Bidder will host an application Web Site		
1.13.1	Solution has a hosted Web application (Bidder is an Application Service Provider) external to Macomb County.		
1.14	Bidder/Application Service Provider accommodates acceptable response time to meet the use of ten (10) concurrent users.		
1.14.1	If so, please detail the maximum number of users and benchmark data. Include the solution's scalability to accommodate additional concurrent users.		
1.15	E-commerce	██████████	
1.15.1	Solution has an e-commerce component.		
1.15.1.1	If so, please detail the infrastructure utilized to interface with other applications (i.e., Web services, Enterprise Java Beans, Java Beans).		
1.15.1.2	If so, please include a payment process model detailing the payment process network (customer, merchant, gateway, processor and web service).		

Number	Requirement	Reply	Comment
1.16	Web Security		
1.16.1	Solution utilizes Secure Socket Layer (SSL) (128-bit encryption).		
1.16.1.1	If so, please describe how SSL is utilized for secure online transactions.		
1.16.2	Solution is compatible with RSA Secure ID technology.		
1.16.3	Solution utilizes Digital Certificate technology.		
1.16.3.1	If so, please describe Certification Authority used or recommended.		
1.16.4	Solution uses industry standard Public Key Infrastructure (PKI) technology.		
1.16.4.1	If so, please describe.		

2.0	*Application Architecture*		
2.1	Industry standard and/or specific tools were used to develop the application.		
2.1.1	If so, list the tools used, version level and provide a brief description.		
2.2	Application is designed in a modular fashion. That is, one system module can be acquired initially, and then another added later.		
2.2.1	If so, list the modules that must be bought as base, and the modules that can be added at a later date – if sequencing is required please provide that information as well.		
2.3	Current, future, and historical data can be viewed and updated online from the same application interface.		
2.3.1	If so, please describe how this is accomplished		
2.4	Application has extensive data search and sorting capabilities.		
2.4.1	If so, please describe the search and sort options.		

Number	Requirement	Reply	Comment
2.5	Application has validation for data input (field masks, numeric checks, date ranges, etc.).		
2.5.1	Application has extensive error handling routines and/or troubleshooting procedures.		
2.6	Application features Online help functionality:	███████████	
2.6.1	Available at the field level.		
2.6.2	Available at the screen level.		
2.6.3	User modifies and maintains help content based on user profile.		
2.6.4	Help is context sensitive.		
2.7	Application contains a fully documented API, which is open and comprehensive.		
2.7.1	If so, please describe this functionality.		
2.8	Application functionality provides for all system control parameters to be maintained by the client in the application via a GUI. (For example, should not have to rely on predefined script to reset a data value; instead, a screen should be available for this type of editing).		
2.9	User interface is menu-driven with direct screen-to-screen access.		
2.9.1	Application allows users to modify/customize menus.		
2.9.2	Menus display only the functions a user is allowed to perform.		
2.10	Solution allows the client to change fields on each screen from optional to required, based on security privileges.		
2.10.1	If so, describe at what level the security is set to allow for this level of editing (i.e., application or database).		
2.11	Solution allows the user to define which functions can be performed online or offline based on security privileges.		
2.12	Solution contains a "drill down" feature that enables a user to begin with a summary screen and can execute a drill down inquiry on more detailed transactions by selecting fields on the screen.		

Number	Requirement	Reply	Comment
2.13	Solution provides capability to establish user-defined navigation (i.e., hot keys or bypass screens not used by the user).		
2.14	All information stored in the system is viewable online with the option available for the user to execute a print screen or send the data to a report writer.		
2.15	Secured, remote inquiry access to a copy of the systems data files, using internet connection is available.		
2.16	Software developed under object-oriented methodology.		
2.16.1	If yes, provide samples of class and object models.		
2.17	Solution utilizes strategy that will allow components of solution to be re-used effectively.		
2.17.1	Proposed solution uses/inherits third-party libraries or classes.		
2.17.1.1	If so, describe.		
2.17.2	Proposed solution supports business object classes.		
2.17.2.1	If so, describe.		
2.18	Solution features data export capability.		
2.18.1	If so, describe file formats available (i.e., ASCII, XML, etc.).		
2.19	The proposed solution keeps new or modified tables separate from "core" production tables and accessible via foreign keys.		
2.19.1	If yes, describe.		
2.20	Offline processing with no active users is required.		
2.20.1	If yes, describe what requirements exist.		
2.21	Solution features export capabilities to any item in the database.		
2.21.1	Microsoft Word.		
2.21.2	Microsoft Excel.		
2.21.3	Other, (specify).		
2.22	Solution supports event-based, user-definable, multi-level workflow.		

Number	Requirement	Reply	Comment
2.23	Solution utilizes Internet Explorer 6.0 interface to the application with 128-bit encryption.		
2.23.1	If not, describe the web client on which your solution operates.		
2.24	Application can be accessed by Internet browser software alone.		
2.25	Solution requires client software to be installed on user PC's.		
2.25.1	If so, describe how the client software is pushed out to all PC's.		

Number	Requirement	Reply	Comment
3.0	*System Capacity*		
3.1	Capacity to support 10 concurrent active users utilizing full functionality of the application.		
3.2	Solution is configured to benefit OLAP (Online Analytical Processing).		
3.2.1	If so, describe configuration.		
3.3	Solution is configured to benefit OLTP (Online Transaction Processing).		
3.3.1	If so, describe configuration.		
3.4	Solution contains the ability to store and access in production at least 5 years of history.		
3.5	Solution is adequately sized to store and manage the 5 years of historical data referenced in requirement 3.4 and provide for three (3) years of growth capacity.		
3.5.1	Provide capacity information for application record sizes.		
3.5.2	Provide capacity information for database record sizes.		

Number	Requirement	Reply	Comment
4.0	**Database Requirements**		
4.1	Solution utilizes Oracle 9i database management systems.		
4.1.1	If so, please include entity relationship diagrams and other appropriate database design documentation with your response.		
4.1.2	If not, describe the database on which your solution operates		
4.2	Solution utilizes Microsoft SQL server 2000 SP4 database management systems.		
4.2.1	If so, please include entity relationship diagrams and other appropriate database design documentation with your response.		
4.2.2	If not, describe the database on which your solution operates		
4.3	Solution's database is normalized.		
4.3.1	If so, to what form is it normalized?		
4.4	Solution provides history archival capability for all data structures.		
4.5	User can select which structures are archived based on security privileges.		
4.6	Solution features capability to restore archived data back into the data structures.		
4.6.1	If so, describe this process		
4.7	Solution uses flat files (non-relational database).		
4.7.1	If so, how are they used?		
4.8	Database is ODBC compliant.		
4.8.1	What ODBC configuration does your solution use?		

Number	Requirement	Reply	Comment
4.9	Application enables administrators to add new data elements to the database.		
4.10	Application enables vendor to add new elements to the database.		
4.11	Database performance-tuning and optimization recommendations are provided as part of implementation.		
4.11.1	If yes, describe the recommendations.		
4.12	Data model and schemas are supplied with your solution.		
4.13	Data dictionary is supplied with your solution.		
4.14	Process model is supplied with your solution.		
4.15	Data replication scripts with supporting documentation will be provided as part of implementation.		
4.16	Vendor provides recommended migration process for movement from current environment to the proposed solution.		
4.16.1	Provide description of recommended migration process.		

5.0	*Desktop Configuration and Interoperability*		
5.1	Solution front-end application operates on a Microsoft Windows 2000 operating system.		
5.1.1	If not, indicate all operating systems under which your application executes.		
5.2	Solution fully integrates with Microsoft Office Suite 2000.		
5.2.1	If not, describe the office product(s) with which your solution is integrated.		
5.3	Response time for your solution is 3 seconds to display information to the end user.		
5.3.1	Provide benchmark transaction rate(s) for response time.		

6.0	*Network Configuration and Interoperability*		

Number	Requirement	Reply	Comment
6.1	Solution is designed for fast Ethernet or greater connectivity.		
6.1.1	If greater connectivity, specify.		

Number	Requirement	Reply	Comment
_7.0_	**_Business Continuity/Backup/Audit/Data Archival_**		
7.1	Disaster recovery solution for system provided by vendor.		
7.1.1	Onsite solution.		
7.1.2	Offsite solution.		
7.2	Bidder provides step by step instructional documentation of system implementation and configuration.		
7.3	Solution ensures that the database is protected through computer crashes (point-in-time database recovery).		
7.4	Bidder provides backup and recovery procedures for solution.		
7.4.1	Bidder provides backup and recovery procedures for database.		
7.4.1.1	Procedures will be tested, validated and documented.		
7.4.1.1.1	If so, describe this process.		
7.4.2	Bidder provides backup and recovery procedure for operating system		
7.4.2.1	Procedures will be tested, validated and documented.		
7.4.2.1.1	If so, describe this process.		
7.4.3	Bidder provides backup and recovery procedure for application.		
7.4.3.1	Procedure will be tested, validated and documented.		
7.4.3.1.1	If so, describe this process.		
7.5	Solution contains utilities required to perform file maintenance and data manipulation.		
7.6	Solution contains transaction logs and reports for changes, additions, and deletions as specified by system administrator.		
7.6.1	Transaction log reports can be run on demand.		

Number	Requirement	Reply	Comment
7.6.2	Describe logging options available for system, include features, frequency, performance utilization.		
7.7	Solution provides an audit trail.		
7.7.1	Audit trail is customizable by system administrator.		
7.7.2	The audit log will provide time, date, user name and change activity.		
7.7.3	Audit trail data can be archived on a separate schedule from other archive activity.		
7.7.4	System administrator is able to define the data elements of the audit trail to be archived.		
7.7.5	Solution includes capability to report and inquire on the audit trail files, current file and archived files.		
7.8	Solution contains a system error log that is viewable online.		
7.8.1	System provides notification in case of system errors.		
7.8.1.1	If yes, reports can be generated from system error log upon system administrator demand?		
7.9	Bidder has a detailed Service Level Agreement (SLA).		
7.9.1	If so, please include a generic copy of the agreement with associated pricing.		
7.9.2	The bidder has professional management services and dedicated staff for each application service that it provides.		
7.9.3	If so, include customer support response times.		

8.0	*Security*		
8.1	Auto log-off after some user-defined period of inactivity (e.g., 30 minutes).		

Number	Requirement	Reply	Comment
8.2	Security profile assigns add, edit, delete or inquiry rights based upon a unique user name and unique password, which meets complexity requirements (defined as a minimum 8 character password including both alpha and numeric characters, with alpha characters in both upper and lower case,) at the following levels:		
8.2.1	Functional group:		
8.2.1.1	System administrator defines which functions are contained in a functional group.		
8.2.1.2	Users can be assigned to several functional groups.		
8.2.1.3	System administrator is able to disable and enable specific functional groups.		
8.2.2	Screen:		
8.2.2.1	Users can be assigned inquiry or update access to specific screens within the application.		
8.2.2.2	Users can be assigned add/update or inquiry access at the field level.		
8.3	Solution supports Active Directory level security (e.g., Windows 2000 Authentication).		
8.4	Security is tied to the user-id.		
8.4.1	Stations can be designated as inquiry only based on user profile.		
8.4.2	Stations can be limited to specific functions.		
8.4.3	System security allows for usage of roaming profiles at County of Macomb discretion.		
8.5	Solution provides capability for system administrator to change user profiles while system remains online and accessible to users.		
8.5.1	Modifications to user security profiles take effect immediately upon next user log-in.		
8.5.2	Modifications to user security profiles can be effective dated.		

Number	Requirement	Reply	Comment
8.6	Solution prohibits user from access after a system administrator defined number of failed attempts to sign on to the system.		
8.7	Users are required to change from the system generic password upon initial login.		
8.8	System administrator is able to reset a user's password to the system generic password.		
8.9	The defined user profile is consistent across the environment (e.g., online access, report access, etc.,).		
8.10	Access to published custom reports can be dependent upon the user's security profile.		
8.11	Solution has security templates that can be modeled.		
8.12	Solution utilizes record-locking methodology to be used at system administrator discretion.		
8.12.1	If so, describe the types utilized (i.e., row level, page level).		

9.0	S/W Release Management		
9.1	Software updates are available:		
9.1.1	Via Web download.		
9.1.2	Via Compact Disk.		
9.2	Bidder provides advanced notification of software update releases.		
9.2.1	Specify notification duration for fixes.		
9.2.2	Specify notification duration for release level changes.		
9.3	Solution releases are managed to keep current with industry progression of operating system(s).		
9.3.1	If so, define how your organization maintains software capability with industry progression of operating system.		
9.4	Solution releases are managed to keep current with industry progression of database versions.		

Number	Requirement	Reply	Comment
9.4.1	If so, define how your organization maintains software capability with industry progression of database versions.		
9.5	Version control software is used.		
9.5.1	Describe which products you use to manage this for full releases.		
9.5.2	Describe which products you use to manage this for fixes.		
9.6	Client community is solicited for possible enhancements and/or future releases.		
9.6.1	If so, how is this information collected and communicated?		
9.7	System enhancements are placed in test and migrated to production.		
9.7.1	Describe your process for migrating objects, programs and tables from test to production.		
9.8	System fixes are placed in test and migrated to production.		
9.8.1	Describe your process for migrating objects, programs and tables from test to production.		
9.9	Solution is capable of preventing client modification to generated code.		
9.9.1	If so, describe how.		

Number	Requirement	Reply	Comment
10.0	***Ongoing Support***		
10.1	Bidder provides a single-point toll-free hotline for problem resolution.		
10.1.1	Bidder provides unlimited support via toll-free line.		
10.1.2	Bidder will provide for a multi-level prioritization scheme that facilitates the recognition and resolution of critical problems.		
10.1.3	Critical problems will be resolved within 4 hours.		

Number	Requirement	Reply	Comment
10.1.4	All problems will be addressed within 24 hours.		
10.1.5	Bidder communicates the status of and actions taken on problems not resolved within the resolution window.		
10.1.6	Bidder provides for customer prioritized ranking of trouble calls.		
10.2	The Bidder's on-site staff is qualified in all aspects of their responsibilities including operating system, database, hardware and application.		
10.3	Bidder provides on-going maintenance agreements.		
10.3.1	If so, please describe the various levels of support available specifying coverage provided at each level.		
10.4	Skill sets are required by the User's MIS department for supporting your proposed solution.		
10.4.1	If so, describe the skill sets that are needed.		
10.5	Support agreement includes remote support of solution via VPN connection as defined by County of Macomb.		
10.6	Solution will require on-going support from technical staff.		
10.6.1	If so, describe the support needed including a recommendation for the number of technical resources that are needed to support your solution.		

11.0	*Testing/QA*		
11.1	Bidder utilizes quality assurance methodology and processes based on industry best practices.		
11.1.1	If so, describe the methodology and processes utilized.		

Number	Requirement	Reply	Comment
11.2	Bidder will demonstrate benchmark 3 seconds response time with database volume at minimum 80% of anticipated growth capacity over the next 3 years as indicated in Requirement 3.5.1.		
11.3	Bidder will specify a configuration to establish a separate test environment independent of the production system and hardware.		
11.4	Third party automated testing products are used as part of implementation process.		
11.4.1	If so, specify products.		
11.5	Canned test scripts are supplied as part of implementation testing process.		
11.6	Bidder allows test customization based on customer installation.		
11.7	Testing methodology includes acceptance criteria.		
11.7.1	If so, describe process for development of acceptance criteria.		
11.7.2	If not, indicate method for ascertaining client acceptance.		
11.8	Bidder utilizes testing methodology.		
11.8.1	Provide bidder's definition of "lifecycle testing".		
11.8.2	Provide deliverables for unit, systems, integration, user acceptance and performance testing.		

Number	Requirement	Reply	Comment
12.0	**Documentation**		
12.1	Bidder provides documentation prior to making software update releases.		
12.1.1	If so, describe what documentation is provided for full releases.		
12.1.2	If so, describe what documentation is provided for enhancements.		
12.1.3	If so, describe what documentation is provided for fixes.		
12.2	Bidder will provide system and user documentation via:		
12.2.1	CD-ROM.		
12.2.2	Hardcopy.		
12.2.3	Internet download.		

Number	Requirement	Reply	Comment
13.0	**Technical Training**		
13.1	Bidder will provide a training plan that will describe in detail how technical and application support staff will be trained to use the system. The plan includes:		
13.1.1	A training strategy.		
13.1.1.1	Please provide a copy of your training strategy.		
13.1.2	Description of training environment including necessary hardware and peripherals.		
13.1.2.1	Please provide a copy of the description of the training environment.		
13.1.3	Training methods to be used.		
13.1.3.1	Please provide a description of the training methods to be used.		

Number	Requirement	Reply	Comment
13.1.4	Training location and schedule.		
13.1.4.1	Please provide the training location and proposed schedule.		
13.1.5	List of instructors with qualifications.		
13.1.5.1	Please provide the list of instructors with qualifications.		
13.2	Bidder will execute the training services identified in the plan.		
13.3	Bidder's proposal describes the training that will be provided to technical and application support staff. This will include:	████████	
13.3.1	Curriculum.		
13.3.2	Training materials.		
13.3.3	Maximum number of students per class.		
13.3.4	Number of days required to cover course material.		
13.4	Bidder will provide comprehensive training for up to ten (10) technical staff. This will include:	████████	
13.4.1	Setup and implementation.		
13.4.2	Day-to-day administration.		
13.4.3	Trouble shooting/problem resolution.		
13.4.4	Backup and recovery procedures.		
13.4.5	(Train the trainer) In-depth training for post-production technical support staff trainers. This will cover all aspects of the system's software functionality.		

SECTION 6 – FUNCTIONAL REQUIREMENTS

Review the system requirements and respond as to their availability within the proposed system.

1.0   Corporate Strategy
2.0   Reporting Capabilities
3.0   End-User Training
4.0   Project Management
5.0   Application Requirements

Responses should be entered under the **Reply** column as stated below and corresponding narratives as required in the Comments column. Applicable ratings to be used in the reply column are:

3   The requirement is available as a standard feature.

2   The requirement is available through modification to the system. Cost of customization must be indicated, as well as, any **additional costs** to the County of Macomb in the Comments column and the Pricing Summary Worksheet as appropriate. If all costs for customization are not provided the response will be viewed as the requirement is not available.

1   The requirement currently is not available but is identified as a system enhancement. Indicate proposed availability date and any additional software/hardware modifications and associated costs required to implement the release. If availability date and all costs associated with this enhancement and additional customization are not provided the response will be viewed as the requirement is not available.

0   The requirement is not available.

N/A   The requirement is not applicable.

Deviation from the prescribed rating format established above will result in a 0 (zero) rating being assigned to the requirement.

Number	Requirement	Reply	Comment
1.0	**Corporate Strategy**		
1.1	Bidder has an approved corporate strategic plan for future technical architecture and software development directions of the proposed solution, including but not limited to, timeframes for all known futures and necessary changes from current architecture needs.		
1.2	Bidder has strategic partnerships and / or alliances in place with other vendors that enhance the proposed solution(s).		
1.2.1	If yes, describe.		
1.3	Bidder, as a course of business, would enter into strategic partnerships or alliances with other vendors to enhance proposed solution(s).		
1.3.1	If yes, describe.		
1.4	The version of software you are proposing for the County of Macomb has been in use by the client community a minimum of 12 months.		
1.5	Formal quality assurance practices are followed to monitor post-live implementation performance issues.		

Number	Requirement	Reply	Comment
2.0	**Reporting Capabilities**		
2.1	Solution features ad-hoc reporting functionality.		
2.1.1	Application response times are not adversely affected by the running of ad-hoc reports.		
2.2	Solution features standard reports:		

Number	Requirement	Reply	Comment
2.2.1	Features report-filtering capabilities that allow users to select records to be included based upon user specified fields, (i.e., SSN, first name, last name, and date range).		
2.2.2	Features report sorting capability that allow users to specify sort order (i.e., by SSN, first-name, last-name, date range).		
2.3	Solution provides ability to store and re-print reports for a period of one (1) year.		
2.4	Periodic reports are created electronically for on-line analysis by user prior to printing/purging.		
2.5	Standard reports, ad hoc reports, and queries:		
2.5.1	Default to a printer, based upon user.		
2.5.2	Can be redirected by the user to a specific printer.		
2.5.3	Can be previewed before printing, including reports generated by the report writer.		
2.5.4	Can be scheduled to print at a later time.		
2.5.5	Can select and copy sections of reports and paste to other desktop software (i.e., MS Excel, MS Word, etc).		
2.6	Solution features a report writer.		
2.7	Solution interfaces with standard report writing products:		
2.7.1	Crystal Reports		
2.7.2	Other, (specify)		
2.8	Reports generated from report writer can be published to the network or saved in the user's directory.		
2.9	System provides user-defined templates for creating forms and letters and other documents.		
2.10	Able to generate reports from remote internet connection.		

Number	Requirement	Reply	Comment
3.0	**End-User Training**		
3.1	Bidder will provide on-site system training.		
3.2	Bidder will provide end-user training for up to 10 individuals:		
3.2.1	Application.		
3.2.2	Report writer software.		
3.2.3	All utilities.		
3.2.4	Training materials and documentation.		
3.2.5	Other, please describe.		
3.3	Bidder has completed a successful training process used at a governmental location similar to the County of Macomb that required customized training to reflect process improvements.		
3.3.1	If so, describe.		
3.4	Bidder will provide a training plan that will describe in detail how end user staff will be trained to use the system. The plan includes:		
3.4.1	A training strategy.		
3.4.1.1	Please provide a copy of your training strategy.		
3.4.2	Training environment including necessary hardware and peripherals (i.e. projector/screen, printer, etc.).		
3.4.2.1	Please provide a copy of the description of the training environment.		
3.4.3	Training methods to be used.		
3.4.3.1	Please provide a description of the training methods to be used.		

Number	Requirement	Reply	Comment
3.4.4	Training location and schedule.		
3.4.4.1	Please provide the training location and proposed schedule.		
3.4.5	List of instructors with qualifications.		
3.4.5.1	Please provide the list of instructors with qualifications.		
3.5	Bidder will execute the training services identified in the plan.		
3.6	Bidder's proposal describes the training that will be provided to end user staff. This will include:		
3.6.1	Curriculum.		
3.6.2	Training materials.		
3.6.3	Maximum number of students per class.		
3.6.4	Numbers of days required to cover course material.		

Number	Requirement	Reply	Comment
4.0	*Project Management*		
4.1	Bidder utilizes standard procedures for addressing project changes at all levels within the project (including customer sign-off).		
4.2	Bidder provides detailed project schedules and status reporting.		
4.3	Bidder utilizes templates for outlining deliverable schedules including milestone sign-offs.		
4.4	Bidder provides single point of contact for all project management tasks as well as escalation procedures.		
4.5	Bidder utilizes a formal process to initiate, track and implement project change requests.		
4.5.1	If so, describe the process used.		
4.6	Bidder utilizes a formal process to identify and report on all successes and failures within a project.		
4.6.1	If so, describe the process used.		

Number	Requirement	Reply	Comment
4.7	Bidder utilizes a formal process to correct problems that were a result of inadequate project/development control.		
4.7.1	If so, describe the process used.		
4.8	Bidder utilizes a formal process to obtain final sign-off from the customer management to formally close a milestone deliverable and the project overall.		
4.8.1	If so, describe the process used.		

Number	Requirement	Reply	Comment
5.0	***Application Requirements***		
5.1	**General Requirements**		
5.1.1	Jury Administrator is able to update, delete or change any record within the Jury database.		
5.1.2	Jury Administrator is able to view all options and settings for application.		
5.1.3	Multiple concurrent active windows are a standard feature.		
5.1.4	Functionality to export all standard reports to:		
5.1.4.1	Text format.		
5.1.4.2	RTF format.		
5.1.4.3	Excel format.		
5.1.4.4	PDF format.		
5.1.5	System supports 9-digit zip-code.		
5.1.5.1	Suppression of plus-4 zip when blank or zero.		
5.1.6	Audit-trail tracking of complete juror history including all changes in juror status.		
5.1.6.1	Juror status history can be queried.		

5.1.6.1.1	Output to screen.		
5.1.6.1.2	Output to report.		
5.1.7	Mail merge documents utilizing jury database are available.		
5.1.8	Print option is available for all screens.		
5.1.9	Application provides support for mouse or keyboard to navigate through fields.		

5.2	**Annual Draw**		
5.2.1	Annual juror draw is performed in compliance with Michigan statute as provided in Attachment A.		
5.2.2	Processing for a juror year that does not coincide with calendar year is standard (i.e., juror year runs September 1 through August 31).		
5.2.3	Data file provided by the Michigan Secretary of State can be loaded from user defined file layout		
5.2.4	Calculate and store key number per Michigan statute #600.1311. See Attachment A.		
5.2.5	Temp files created during annual draw process are auto-archived.		
5.2.5.1	If so, describe how this is accomplished.		
5.2.5.2	If so, describe the means by which files can be viewed.		
5.2.5.3	If so, describe the means by which files can be searched.		
5.2.6	Creation of a subset of Secretary of State data based on key number is available.		
5.2.7	Jurors who have served in the past year can be systematically excluded.		
5.2.8	System has the ability to create export files in user-defined format.		
5.2.9	Jurors who have been identified as felons can be systematically excluded.		

5.2.10	Ability to specify number of jurors needed for Circuit Court.		
5.2.10.1	If so, please describe the assignment process.		
5.2.11	Ability to specify number of jurors needed for each District Court.		
5.2.11.1	If so, please describe the assignment process.		
5.2.13	Candidates can be disqualified from service based on responses from the Qualification Questionnaire.		
5.2.14	Current jury year pool includes jurors postponed during prior jury year.		
5.2.15	Annual draw process must be iterative during a given jury year.		
5.2.16	System stores juror allocation for Circuit Court.		
5.2.17	System stores juror allocation for each District Court.		

5.3	**Questionnaires**		
5.3.1	Juror questionnaires are generated on demand.		
5.3.2	Juror questionnaires are user-definable.		
5.3.2.1	If so, please describe setup function.		
5.3.2.2	If so, please describe process to map questionnaire data to database.		
5.3.3	Jurors are assigned a unique service number.		
5.3.3.1	Juror service year is part of unique juror service number.		
5.3.4	Questionnaires are personalized to specific juror candidate by populating form with identifying data.		
5.3.4.1	Juror service number		
5.3.4.2	Name		
5.3.4.3	Address		
5.3.5	Barcode is printed on questionnaire forms with identifying data.		
5.3.5.1	Juror service number		
5.3.5.2	Describe any other identifying data that may be part of the barcode.		
5.3.6	There are no limits to the number of questions on the		

	questionnaire.		
5.3.7	Juror questionnaires can utilize various user-defined question types.		
5.3.7.1	Open ended		
5.3.7.2	Y/N		
5.3.7.3	Multiple choice		
5.3.8	Question design functionality allows for user-defined text content.		
5.3.9	Juror questionnaire file can be exported to third party system.		
5.3.10	Juror qualification questionnaires can be distributed to juror candidates using one or more media options.		
5.3.10.1	Mail		
5.3.10.1.1	If so, please describe your solution to fulfill this requirement.		
5.3.10.2	Web		
5.3.10.2.1	If so, please describe your solution to fulfill this requirement.		
5.3.11	Responses to questionnaires can be accepted from juror candidates using one or more media options.		
5.3.11.1	Mail/scan		
5.3.11.1.1	If so, please describe your solution to fulfill this requirement.		
5.3.11.2	Phone/IVR		
5.3.11.2.1	If so, please describe your solution to fulfill this requirement.		
5.3.11.3	Fax/Auto Forms Processing		
5.3.11.3.1	If so, please describe your solution to fulfill this requirement.		
5.3.11.4	Web		
5.3.11.4.1	If so, please describe your solution to fulfill this requirement.		

5.3.12	Error conditions occurring during electronic capture can be identified.		
5.3.12.1	If so, please describe error handling procedures.		
5.3.13	Error conditions occurring during electronic capture can be corrected.		
5.3.13.1	If so, please describe error handling procedures.		
5.3.14	System provides data load process to populate database with questionnaire response data.		
5.3.15	System has ability to identify original responses.		
5.3.16	System has ability to retrieve original responses.		
5.3.16.1	If so, please describe the process for the jury clerk to retrieve one specific questionnaire electronically.		
5.3.16.2	If so, please describe the process for the jury clerk to retrieve one specific questionnaire original hard-copy.		
5.3.17	Within a given year, system provides administrative setup to utilize a single questionnaire process.		
5.3.18	Within a given year, system provides administrative setup to utilize a multiple questionnaire process.		
5.3.19	Questionnaire content is user-definable per each jury year cycle.		
5.3.20	Status (selected, mailed, responded, etc.) of each questionnaire generated is tracked.		
5.3.21	Questionnaire data can be added via maintenance screen.		
5.3.22	Questionnaire data can be modified via maintenance screen.		
5.3.23	Candidates can be disqualified from service based on user-defined criteria.		
5.3.24	Candidates can be disqualified from service based on user-defined criteria.		

5.4	**1st questionnaire: Qualification questionnaires**		
5.4.1	System has ability to select a pool of juror candidates.		
5.4.1.1	System provides the ability to select the entire pool.		

5.4.1.2	System provides the ability to select a subset of the pool.		
5.4.1.3	System has the ability to survey a subset of juror candidates determined by user-defined criteria (i.e., a specific District Court).		
5.4.2	Juror status can be set to "Qualified" based on specific questionnaire responses.		
5.4.3	Juror status can be set to "Not Qualified" based on specific questionnaire responses.		
5.4.4	Name/Address changes as indicated on the questionnaire are captured.		
5.4.4.1	If so, please describe the capture process.		
5.4.4.2	If so, please describe validation process.		
5.4.5	Qualifying criteria is user-defined.		
5.4.6	System maintains a 'qualified' juror as available for the entire jury year.		
5.4.7	Change of address systematically triggers re-assignment to new District Court jurisdiction if applicable.		

5.5	**2nd questionnaire: Personal History/Summons questionnaires**		
5.5.1	System has the ability to select a pool of 'qualified' candidates as determined by 1st questionnaire output.		
5.5.2	Juror status can be set to "Qualified" based on specific questionnaire responses.		
5.5.3	Juror status can be set to "Not Qualified" based on specific questionnaire responses.		
5.5.4	Name/Address changes as indicated on the questionnaire are captured.		
5.5.4.1	If so, please describe the capture process.		
5.5.4.2	If so, please describe validation process.		

5.5.5	Required accommodations as indicated on the questionnaire are captured (i.e., handicapped ramp, language interpreter).		
5.5.5.1	If so, please describe the capture process.		
5.5.6	Questionnaire generation process includes system assignment of service date and time.		
5.5.7	Jurors can schedule their own service date.		
5.5.7.1	If so, is this process web-based?		
5.5.7.2	Please describe the process.		
5.5.8	Bar-coded nametags are produced with the Summons.		
5.5.9	Change of address systematically triggers re-assignment to new District Court jurisdiction if applicable.		
5.5.10	Juror candidates that do not return questionnaires are identified as "No Show – Questionnaire not Returned".		
5.5.10.1	If so, please describe the automated functionality that supports this process.		
5.5.11	Juror candidates that do not return questionnaires are tracked as "No Show – Questionnaire not Returned".		
5.5.11.1	If so, please describe the automated functionality that supports this process.		
5.5.12	System has the ability to reprint questionnaires.		
5.5.12.1	If so, please describe the functionality that supports this process.		
5.5.13	System has the ability to resend questionnaires.		
5.5.13.1	If so, please describe the functionality that supports this process.		
5.5.14	System has the ability to reprocess questionnaires.		
5.5.14.1	If so, please describe the functionality that supports this process.		

5.6	**Daily Attendance of Jurors**		
5.6.1	Attendance Report per day with complete list of jurors summoned		

	(Service) is standard.		
5.6.1.1	Report lists jurors including a barcode column which is populated with juror-identifying barcodes.		
5.6.2	Separate attendance report for jurors returning for subsequent days of an ongoing case is standard.		
5.6.3	System has the ability to track juror attendance.		
5.6.4	System has the ability to scan barcodes upon juror arrival to capture attendance.		
5.6.5	System has the ability to track jurors leaving and returning to jury room via barcode scan.		
5.6.6	System provides on-demand inquiry of an updated Attendance Report showing current attendees.		
5.6.7	Jurors that are absent are identified as "No Show – Failed to Appear".		
5.6.7.1	If so, please describe the automated functionality that supports this process.		
5.6.8	Jurors that are absent are tracked as "No Show – Failed to Appear".		
5.6.8.1	If so, please describe the automated functionality that supports this process.		
5.6.9	On-demand systematic process to randomly assign jurors to panels is standard.		
5.6.10	Administrative access to override random assignment and add jurors to a panel is standard.		
5.6.11	Administrative access to override random assignment and delete jurors from a panel is standard.		
5.6.12	Selection of multiple panels per day is standard.		
5.6.13	System has the ability to supply a default count per panel per case type (i.e., civil, criminal).		
5.6.14	System has the ability to modify the default count per panel per case type (i.e., civil, criminal) per execution.		

5.6.15	Random assignment of jurors to a panel includes the printing of required reports to send along with the panel to the courtroom.		
5.6.15.1	Panel selection and report generation is included in one processing step.		
5.6.15.1.1	Jurors by Occupation Report.		
5.6.15.1.2	Courtroom Worksheet.		
5.6.16	Within 1 day:	███████	
5.6.16.1	Jurors dismissed from panels can be returned to service.		
5.6.16.2	Jurors can be reassigned to subsequent panels with no constraints.		
5.6.17	Beyond 1 day:	███████	
5.6.17.1	Jurors dismissed from the courtroom can be dismissed from service (jurors dismissed from panels do not return to jury room).		
5.6.17.2	A panel can be held open until the case is finished.		
5.6.18	A panel can be reopened by a system administrator.		
5.6.19	Work Affidavit can be printed for each juror at end of service (notification to employer).		
5.6.19.1	Notification may be for one day.		
5.6.19.2	Notification may be for multiple days.		
5.6.20	Jurors by Occupation Report can be printed per panel.		
5.6.21	Ability to process jurors that did not show up on their date summoned (No Shows both 'Questionnaire not Returned' and 'Failed to Appear')		Logical placement?
5.6.22	Contempt of Court letters can be printed for No Shows.		
5.6.22.1	Contempt of Court letters are tracked per juror with ability to differentiate between 1st and 2nd letter generated.		
5.6.22.2	Progressive Contempt of Court letters with differentiating user-defined verbiage are available (i.e., First Letter of Contempt, Second Letter of Contempt).		

5.7	**Excusal Process**		
5.7.1	Jurors' requests for excusal can be received:		
5.7.1.1	Via Mail		
5.7.1.1.1	If so, please describe your solution to fulfill this requirement.		
5.7.1.2	Via Phone/IVR		
5.7.1.2.1	If so, please describe your solution to fulfill this requirement.		
5.7.1.3	Via Fax		
5.7.1.3.1	If so, please describe your solution to fulfill this requirement.		
5.7.1.4	Via Web		
5.7.1.4.1	If so, please describe your solution to fulfill this requirement.		
5.7.2	Responses to jurors' request for excusal are system-generated.		
5.7.2.1	System supports mail merge process to produce letters.		
5.7.2.2	Both letters and envelopes are included in single mail merge process.		
5.7.3	System has the ability to track the reason for excusal.		
5.7.4	Ability to update juror status to excused.		
5.7.4.1	En masse		
5.7.4.2	One at a time		

5.8	**Postponement Process**		
5.8.1	First-time "no show" jurors are automatically assigned to "Postponed" status.		
5.8.2	Jurors' requests for postponement can be received:		
5.8.2.1	Via Mail		
5.8.2.1.1	If so, please describe your solution to fulfill this requirement.		

5.8.2.2	Via Phone/IVR		
5.8.2.2.1	If so, please describe your solution to fulfill this requirement.		
5.8.2.3	Via Fax		
5.8.2.3.1	If so, please describe your solution to fulfill this requirement.		
5.8.2.4	Via Web		
5.8.2.4.1	If so, please describe your solution to fulfill this requirement.		
5.8.3	Responses to jurors' request for postponement are system-generated.		
5.8.3.1	System supports mail merge process to produce letters.		
5.8.3.2	Both letters and envelopes are included in single mail merge process.		
5.8.4	System has the ability to track the reason for postponement.		
5.8.5	System has the ability to track chronological history of postponements per juror.		
5.8.6	Ability to update juror status to postponed.		
5.8.6.1	En masse.		
5.8.6.2	Individually.		
5.8.7	Jurors can be postponed to a specific date.		
5.8.7.1	En masse.		
5.8.7.2	Individually.		
5.8.8	Jurors can be postponed to a system-assigned date.		
5.8.8.1	En masse.		
5.8.8.2	Individually.		
5.8.9	Jurors postponed after attendance is taken in the morning can be marked as ineligible for payment for that day's service.		

5.9	**Payment Process**		
5.9.1	Interface to County financial system is available.		
5.9.2	Juror payments can be generated on day of service.		
5.9.2.1	Same day payments are issued via debit card.		
5.9.2.1.1	If so, please describe this process.		
5.9.2.1.2	If so, what audit data regarding the payment transaction is stored in the database and how is this data stored?		
5.9.2.1.3	If so, please include specifications and pricing for all hardware in Attachment B Pricing Summary Worksheet Schedule 2 – Hardware.		
5.9.3	Jurors are paid on a user-defined schedule (i.e., Jurors required for more than 1 week are paid weekly for multiple weeks).		
5.9.4	System has the ability to handle juror payments via export file of payment data to financial application in user-specified format.		
5.9.4.1	File generated on user-defined schedule.		
5.9.5	System has the ability to assess mileage payments by juror's city of residence.		
5.9.5.1	Payment triggered by attendance.		
5.9.5.2	Ability to override mileage payment per juror.		
5.9.5.2.1	Once edited at check-in, override remains in effect throughout juror's service.		
5.9.6	System has the ability to designate payment for full day of service as defined by returning after lunch break.		
5.9.7	System has the ability to designate payment for a half day of service as defined by not returning after lunch break.		
5.9.8	System has the ability to vary pay amounts based on multiple criteria.		
5.9.8.1	Full days.		
5.9.8.2	½ days.		

5.9.8.3	First day of service.		
5.9.8.4	Subsequent days of service.		
5.9.9	System administrator has the ability to process corrections to past payments.		
5.9.9.1	Corrections included in next export file to finance.		
5.9.9.2	Adjustments to specific juror are reflected in juror payment history.		
5.9.10	Detailed juror payment history can be queried.		
5.9.11	Reconciliation reports available to audit juror payments to finance export.		
5.9.11.1	Counts of jurors paid per day – current day and historical.		
5.9.12	System administrator has the ability to correct errors in juror payments.		
5.9.12.1	Correction can be made prior to export to financial application.		
5.9.13	Jurors can be marked as ineligible for payment for a given day of service.		

5.10	**Forms/Reports/Letters General Requirements**		
5.10.1	Option for all statistics reports to contain historical data.		
5.10.2	System has the ability to search historical records for attendance data.		
5.10.3	System has the ability to search historical data for payment data.		
5.10.4	Historical data can be searched by juror name.		
5.10.5	Historical data can be searched by juror service number.		

5.11	**Statistical Reporting**		
5.11.1	Statistical reporting selection criteria are user-defined.		
5.11.2	System has the ability to provide reports for jurors currently in service.		
5.11.3	System has the ability to provide reports for jurors who have been		

	excused from service.		
5.11.4	System has the ability to provide reports for current jury year.		
5.11.5	System has the ability to provide reports for prior jury years.		
5.11.5.1	Year-to-year comparison reports are available.		
5.11.6	System has the ability to report service data by:	███████	███████
5.11.6.1	Year.		
5.11.6.2	Month.		
5.11.6.3	Juror demographics.		
5.11.7	System has the ability to report excusal data by:	███████	███████
5.11.7.1	Year.		
5.11.7.2	Month.	.	
5.11.7.3	Juror demographics.		
5.11.8	System has the ability to report postponement data by:	███████	███████
5.11.8.1	Year.		
5.11.8.2	Month.		
5.11.8.3	Juror demographics.		

5.12	**SCAO Reports**	██	██
5.12.1	Jurors Expense Incurred Report per statute 600.151E is standard. *See Attachment H Exhibit 1.*		
5.12.2	Report of Excused Jurors per statute 600-1340 is standard. *See Attachment H Exhibit 2.*		

5.13	Letters		
5.13.1	The following letters are system-generated:		
5.13.1.1	Juror Service (Work) Affidavit. *See Attachment H Exhibit 3.*		
5.13.1.2	Juror Personal History Questionnaire not received letter. *See Attachment H Exhibit 4.*		
5.13.1.3	Juror Excusal Letter. *See Attachment H Exhibit 5.*		
5.13.1.4	Denial of Excusal Letter. *See Attachment H Exhibit 6.*		
5.13.1.5	Juror in Contempt of Court letter. *See Attachment H Exhibit 7.*		
5.13.1.7	Juror Placed on Call letter. *See Attachment H Exhibit 8.*		
5.13.1.8	Postponement letter. *See Attachment H Exhibit 9.*		
5.13.1.9	Show Cause Hearing letter. *See Attachment H Exhibit 10.*		
5.13.1.10	Juror Schedule Date No Cause Letter. *See Attachment H Exhibit 11.*		
5.13.1.11	Juror Schedule Date Show Cause Letter. *See Attachment H Exhibit 12.*		
5.13.1.12	Juror Postponed Due to No Show letter. *See Attachment H Exhibit 13.*		
5.13.2	Ability to create other miscellaneous letters as needed.		

5.14	Miscellaneous Forms		
5.14.1	The following forms are system-generated:		
5.14.1.1	Mailing Labels. *See Attachment H Exhibit 14.*		
5.14.1.2	Envelopes. *See Attachment H Exhibit 15.*		
5.14.1.3	Personal history questionnaire. *See Attachment H Exhibit 16.*		
5.14.1.4	Qualification questionnaire. *See Attachment H Exhibit 17.*		
5.14.1.5	Summons. *See Attachment H Exhibit 18.*		
5.14.1.6	Annual allocation for district courts each year. *See Attachment H Exhibit 19.*		

5.14.1.7	Juror Show Cause Petition – Failure to Answer Questionnaire. *See Attachment H Exhibit 20.*		
5.14.1.8	Juror Show Cause Petition – Failure to Appear. *See Attachment H Exhibit 21.*		
5.14.2	Ability to create other miscellaneous forms as needed.		

5.15	**Miscellaneous Reports**		
5.15.1	The following reports are system-generated:		
5.15.1.1	Juror Statistical Report. *See Attachment H Exhibit* 22.		
5.15.1.2	Daily attendance report. *See Attachment H Exhibit 23.*		
5.15.1.3	Juror/Spouse Occupation report. *See Attachment H Exhibit 24.*		
5.15.1.4	Daily Juror Payment report. *See Attachment H Exhibit 25.*		
5.15.1.6	Juror Panel Sign-in Sheet. *See Attachment H Exhibit 26.*		
5.15.1.7	Report of Jurors Qualified for Service. *See Attachment H Exhibit 27.*		
5.15.1.8	Juror Panel List. *See Attachment H Exhibit 28.*		
5.15.1.9	Juror Payment Export Audit Report. *See Attachment H Exhibit 29.*		
5.15.1.10	Individual Juror Payment Report. *See Attachment H Exhibit 30.*		
5.15.1.11	Juror Payment Statistics Report. *See Attachment H Exhibit 31.*		
5.15.1.12	Juror Excusal Report. *See Attachment H Exhibit 32.*		
5.15.1.13	Juror Postponement Report. *See Attachment H Exhibit 33.*		
5.15.2	Ability to create other miscellaneous reports as needed.		

ATTACHMENT A

State of Michigan Juror Selection Process Guidelines

REVISED JUDICATURE ACT OF 1961 (EXCERPT)
Act 236 of 1961

600.1304a Use of electronic and mechanical devices by jury; other method.

Sec. 1304a.
(1) The jury board may use electronic and mechanical devices in carrying out its duties under this chapter.

(2) The jury board may use the historic method of preparing separate slips of paper for the second jury list and drawing slips from a jury board box to determine a panel or array of jurors.

History: Add. 1974, Act 52, Imd. Eff. Mar. 26, 1974;¾Am. 2004, Act 12, Eff. June 1, 2004.
Rendered Wednesday, August 23, 2006 Page 1 Michigan Compiled Laws Complete Through PA 324, and PAs
326 through 333 of 2006
Ó Legislative Council, State of Michigan Courtesy of www.legislature.mi.gov

REVISED JUDICATURE ACT OF 1961 (EXCERPT)
Act 236 of 1961

600.1304 Selection of jurors; list.

Sec. 1304.
The jury board shall select from a list that combines the driver's license list and the personal identification cardholder list the names of persons as provided in this chapter to serve as jurors.

History: Add. 1968, Act 326, Eff. Nov. 15, 1968;¾Am. 1986, Act 104, Eff. Jan. 1, 1987;¾Am. 2004, Act 12, Eff. June 1, 2004.
Rendered Wednesday, August 23, 2006 Page 1 Michigan Compiled Laws Complete Through PA 324, and PAs
326 through 333 of 2006
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REVISED JUDICATURE ACT OF 1961 (EXCERPT)
Act 236 of 1961

600.1309 Jurors; list of those who have served.

Sec. 1309. The board shall secure from the clerk of each court of record in the county, and each clerk shall provide, a list of persons who have served as jurors, pursuant to this chapter, in their courts during the preceding 1 year.

History: Add. 1968, Act 326, Eff. Nov. 15, 1968;¾Am. 1969, Act 326, Eff. Sept. 1, 1969;¾Am. 2004, Act 12, Eff. June 1, 2004.
Rendered Wednesday, August 23, 2006 Page 1 Michigan Compiled Laws Complete Through PA 324, and PAs
326 through 333 of 2006
Ó Legislative Council, State of Michigan Courtesy of www.legislature.mi.gov

REVISED JUDICATURE ACT OF 1961 (EXCERPT)
Act 236 of 1961

600.1311 Determination of key number.
Sec. 1311. The board shall arrive at a key number as follows:

(a) Add the number of jurors the judge has estimated will be needed to the number that experience has shown will be eliminated because of disqualification or exemption. Example: If the judge estimates 100 jurors will be needed and the board has found that to select finally 100 jurors, 50 persons will usually be found to be exempt or disqualified, including those who have moved from the county or died, the board shall add 50 to the 100.

(b) Divide the number equal to the total number of names which appear on the list received pursuant to section 1310 by the result, obtaining the nearest integral quotient. Example: If there are 50,000 names on the combined list, divide 50,000 by 150.

(c) The result is the key number for the period for which jurors are to be selected. Example: 50,000 divided by 150 equals 333-1/3, so 333 would be the key number in the example.

History: Add. 1968, Act 326, Eff. Nov. 15, 1968;¾Am. 1986, Act 104, Eff. Jan. 1, 1987.
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REVISED JUDICATURE ACT OF 1961 (EXCERPT)
Act 236 of 1961

600.1312 Key number; first jury list; compilation.

Sec. 1312. The board shall apply the key number uniformly to the names on the list received pursuant to section 1310 and compile a list or card index, to be known as the first jury list, which shall include every name and only those names as the application of the key number has designated. The board shall do this as
follows:

(a) Select by a random method a starting number between 0 and the key number.

(b) Count down the list the number of names to reach the starting number. That name shall be placed on the first jury list.

(c) Continue from that name counting down the list, beginning to count again with the number 1, until the key number is reached. That name shall be placed on the first jury list.

(d) Repeat the process provided in subdivision (c) until the whole list has been counted and the names placed on the first jury list.

(e) The board shall then remove from the first jury list the name of any person who its records show served, pursuant to the provisions of this chapter, as a petit or grand juror in any court of record in the county at any time in the preceding 1 year.

(f) The board, with the approval of the chief circuit judge, may remove from the first jury list the name of any person who has been convicted of a felony and is therefore disqualified from serving as a juror pursuant to section 1307a(1)(e).

History: Add. 1968, Act 326, Eff. Nov. 15, 1968;¾Am. 1969, Act 326, Eff. Sept. 1, 1969;¾Am. 1986, Act 104, Eff. Jan. 1, 1987;¾
Am. 2004, Act 12, Eff. June 1, 2004;¾Am. 2005, Act 6, Imd. Eff. Apr. 7, 2005.
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REVISED JUDICATURE ACT OF 1961 (EXCERPT)
Act 236 of 1961

600.1320 Preliminary screening of prospective jurors; excused persons; removal of deceased person's name from list; hardship.

Sec. 1320.

(1) The board shall make a preliminary screening of the qualifications and exemptions of prospective jurors and shall not include in the second jury list the names of persons it finds not qualified or exempt; but the court may decide upon the qualifications and exemptions of prospective jurors upon a written application and satisfactory legal proof at any time after the jurors attend court.

(2) If a prospective juror without legal disqualification or exemption applies to the board to be excused from jury service, the jury board may, with the written approval of the chief circuit judge, exclude his or her name from the second jury list when it appears that the interests of the public or of the prospective juror will
be materially injured by his or her attendance or the health of the juror or that of a member of his or her family requires his or her absence from court.

(3) If the name of a person who is deceased is selected for jury service, the name shall be removed from the second jury list and that fact may be forwarded to the local clerk.

(4) The trial judge, at his or her discretion, may grant a deferral of jury service to a person if the person claims that serving on the date he or she is called creates a hardship. If the trial judge grants a deferral, the judge shall determine a future date on which the person may serve without hardship, and shall direct the board to call the person on that date.

History: Add. 1968, Act 326, Eff. Nov. 15, 1968;¾Am. 1969, Act 326, Eff. Sept. 1, 1969;¾Am. 2004, Act 12, Eff. June 1, 2004.
Rendered Wednesday, August 23, 2006 Page 1 Michigan Compiled Laws Complete Through PA 324, and PAs
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REVISED JUDICATURE ACT OF 1961 (EXCERPT)
Act 236 of 1961

600.1321 Second jury list; sealing; jurisdiction of district court district.

Sec. 1321.

(1) The names of those persons on the first jury list whom the board accepts as persons qualified for and not exempt from jury service shall be compiled into a list to be known as the second jury list. The list shall remain sealed until otherwise ordered by the chief circuit judge.

(2) The board shall make an additional list consisting of the names on the second jury list segregated by the geographical area of the jurisdiction of each district court district. If there are not sufficient names on the segregated list for any district court district, the board shall apply again the key number to that district only and obtain as many additional jurors as needed for that district.

History: Add. 1968, Act 326, Eff. Nov. 15, 1968;¾Am. 1969, Act 326, Eff. Sept. 1, 1969;¾Am. 2004, Act 12, Eff. June 1, 2004.
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ATTACHMENT B

Pricing Summary Worksheet

The actual worksheet is on the following pages.

Attach appropriate schedule(s) which support the costs shown in each line item and label accordingly.

Cost out any additional system software or hardware products, utilities, etc. to efficiently operate the system which are not required but are recommended. These should be identified under the items as described as "other."

Pricing Summary Worksheet

Line Item	Quantity	Description	Unit Cost	Extended Cost
A		Annual Subscription Service Fees		
B		Application Software		
C		Database software		
D		Communications Software		
E		Desktop Software		
F		Other Software (List/Describe)		
G		**Software Subtotal**		
NOTE: Provide Subscription Costs and software line item pricing on Pricing Summary Worksheet Schedule 1				
H		Implementation Cost		
I		Conversion Cost		
J		Training Costs		
K		Customization Costs		
L		Installation Cost		
M		Professional Services Cost (List/Describe)		
N		Other Service Costs (List/Describe)		
O		**Services Subtotal**		
NOTE: Provide services line item pricing on Pricing Summary Worksheet Schedule 3				
P		Travel		
NOTE: Provide travel line item pricing on Pricing Summary Worksheet Schedule 4				
Q		**SYSTEM TOTAL**		
R		Annual Support Cost		
S		Annual Software Cost		
T		Annual Software Maintenance Cost		
U		**ON-GOING COSTS**		
V		**Performance Bond**		

Pricing Summary Worksheet Schedule 1 – Subscription Service Fees and Software

Line Item	Qty	Description	Number of Units	Unit Cost	Extended Cost
A					
B					
C					
D					
E					
F					
F					
G					
H					
I					
J					
K					
L					
M					
N					
O					
P					
Q					
R					
S					
T					
U					
V					
W					
X					

Pricing Summary Worksheet Schedule 2 – Services

Line Item	Qty	Description	Types of Resources	Number of Units
A				
B				
C				
D				
E				
F				
F				
G				
H				
I				
J				
K				
L				
M				
N				
O				
P				
Q				
R				
S				
T				
U				
V				
W				
X				

Pricing Summary Worksheet Schedule 3 – Hardware

Line Item	Qty	Description	Types of Resources	Number of Units	Unit Cost	Extended Cost
A						
B						
C						
D						
E						
F						
F						
G						
H						
I						
J						
K						
L						
M						
N						
O						
P						
Q						
R						
S						
T						
U						
V						
W						
X						

Pricing Summary Worksheet Schedule 4 – Travel

Line Item	Nbr of Trips	Purpose of Trip	Airfare	Ground Transportation	Lodging	Meals	Total Cost of Trip
A							
B							
C							
D							
E							
F							
F							
G							
H							
I							
J							
K							
L							
M							
N							
O							
P							
Q							
R							
S							
T							
U							
V							
W							
X							

Attachment C

Bidder Compliance Worksheet

IMPORTANT NOTE: Bidder by submitting this bid agrees that bidder understands the stated paragraphs and agrees to comply in full.

Bidder shall mark the "Exception" column for each paragraph item that the bidder does not agree to comply in full. "Exceptions" to the stated requirements must be fully explained in an Appendix to the Bidder's response to the RFP with each paragraph item identified by number and description.

Paragraph	Description	Exception
	Section 2 – Instructions	
2.1	Definitions	
2.2	Proposal Submission	
2.3	Response due date	
2.4	Quantity of RFP responses	
2.5	Adherence to bid presentation requirements	
2.6	Original authorizing signature for response	
2.7	Bid response cost acceptance	
2.8	Bidder Meeting/Walkthrough	
2.9	Bid Opening	
2.10	Adherence to bid addressing requirements	
2.11	Final Award/Contract	
2.12	Contract Award Basis	
2.13	Right of Refusal	
2.14	Alternate Proposals	
2.15	Questions	
2.16	Response Format	
2.17	Offer Period	
2.18	Publication	
2.19	Delivery and Acceptance	
2.20	Equipment Age	
2.21	Performance Bond	

	Section 3 – Terms and Conditions	
3.1	Compliance with Laws	
3.2	Product Return	
3.3	Product Substitution	
3.4	Liability of Materials	
3.5	Acceptance	
3.6	Macomb County Employment Status	
3.7	Notice of Labor Disputes	
3.8	Advisement of Delays	
3.9	Licensure	
3.10	Insurance	
3.11	Indemnity	
3.12	Governmental Immunity	
3.13	Warranty	
3.14	Performance Warranty	
3.15	Price Warranty	
3.16	Intellectual Property Warranty	
3.17	Intellectual Property Indemnity	
3.18	Contract Provision Enforceability	
3.19	Termination	
3.20	Assignment	
3.21	Trademarks	
3.22	Escrow of Software Source Code	
3.23	Payment Terms	
3.24	Taxes	
3.25	Controlling Laws	
3.26	Living Wage Policy	

ATTACHMENT D

<u>NON-COLLUSION AFFIDAVIT</u>

County   )

) SS:

_____ being first duly sworn, deposes and says that he is the

_____
(Individual, Partner, Corporate Officer)

making the foregoing proposals or bids; that such bids are genuine and not collusive or sham; such bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in sham a bid, or that such other person shall refrain from bidding and has not in any manner, directly with any person, to fix the bid price of afferent or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Joint Purchasers or any person or persons proposal are true; and further, that such bidder has not, directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto any association or to any member or to any member or agent thereof.

_____

Sworn to and subscribed before me this _____ day of _____, 20_____.

        _____
        Notary Public

My commission expires on _____

  BIDDER: THIS AFFIDAVIT MUST BE COMPLETED, SIGNED, NOTARIZED AND INCLUDED IN YOUR BID SUBMISSION.

ATTACHMENT E

CHANGES OR ADDITIONS

Any Vendor proposed deviation from the specifications set forth must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidder will be held responsible therefore. Deviations should be explained in detail.

If needed, any portion of this bid may be deleted, changed or added to at the discretion of the County. If this occurs, all vendors will be provided with an addendum. Addenda issued during bidding period shall be acknowledged as having been received and included in the proposal:

Addendum No. _____ ,dated _____

Addendum No. _____ ,dated _____

Addendum No. _____ ,dated _____

Addendum No. _____ ,dated _____

Any questions asked during the bid process will be answered and posted to the website. Questions and Answers issued during bidding period shall be acknowledged as having been received and included in the proposal:

Question No. _____ ,dated _____

Question No. _____ ,dated _____

Question No. _____ ,dated _____

Question No. _____ ,dated _____

ATTACHMENT F

GENERAL INFORMATION

In further description of this proposal, we desire to submit sheets marked as follows:

_____

Bidding under the name of: _____ _ _

    Federal Employer Identification Number: _____ _ _

    which is (check one of the following):

( ) Corporation, incorporated under the laws of the State of:

_____

( ) Partnership, consisting of (list partners):

_____

_____

_____

( ) Assumed Name (Register No.) _____ __

( ) Individual

AUTHORIZED SIGNATURE: _____

Printed or typed signature: _____ __

Title: _____

Address: _____ _

City, State: _____ _

Date: _____ _

Telephone Number: _____ __

****
When payment on such order or contract is to be directed to the same company at an address different from above, please list the address to be used below:

_____

ATTACHMENT G

WORK REFERENCES

BIDDER'S COMPANY NAME _____

Please list at least three (3) companies or public agencies for which you have done similar work.
Macomb County reserves the right to reject low bids for poor past performance or inadequate references.

NAME OF COMPANY _____

CONTACT PERSON _____

ADDRESS _____

TELEPHONE NO. _____

NAME OF COMPANY _____

CONTACT PERSON _____

ADDRESS _____

TELEPHONE NO. _____

NAME OF COMPANY _____

CONTACT PERSON _____

ADDRESS _____

TELEPHONE NO. _____

NAME OF COMPANY _____

CONTACT PERSON _____

ADDRESS _____

TELEPHONE NO. _____

NAME OF COMPANY _____

CONTACT PERSON _____

ADDRESS _____

TELEPHONE NO. _____

ATTACHMENT H

SAMPLE FORMS/REPORTS/LETTERS